

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: NATIONAL FOOTBALL
LEAGUE PLAYERS' CONCUSSION
INJURY LITIGATION

No. 2:12-md-02323-AB MDL No. 2323

THIS DOCUMENT RELATES TO:
Claimant **Keith Henderson**

Hon. Anita B. Brody

SSN [REDACTED]
SPID [REDACTED]

PETITION TO ESTABLISH ATTORNEY'S LIEN

Petitioner, Weisberg & Associates, PA, pursuant to an executed Retainer for legal services, comes now and states as follows:

1. Petitioner is an attorney at law admitted to practice before the courts of Florida, and files this Petition to establish a lien for attorney's fees, as set forth hereinafter.
2. On or about December 22, 2015, Petitioner, Weisberg & Associates, PA, was retained and employed by the Claimant pursuant to a Retainer for legal services to pursue a claim for injuries and damages allegedly caused by the National Football League's conduct associated with football related concussions, head, and brain injuries.
3. The specifics of the agreement for legal services are as follows: "In consideration of the services rendered and to be rendered to the Client by the Law Firm, the Client, hereby grants, sells, assigns, and conveys to Firm as its compensation herein, an undivided interest in Clients award/claim as follows: 25% of the award plus expenses and costs up to two million; 20% of any reward in excess of two million."
4. When Petitioner entered into contract with Claimant, Petitioner entered into the risk and expense of the litigation.
5. From the date the Petitioner was authorized to proceed on behalf of the Claimant, the Petitioner has actively and diligently investigated, prepared, and pursued Claimant's claims, and has taken all steps necessary to prosecute those claims, including, but not limited to, correspondence and communications with the client, preparation and review of client's factual and legal circumstances, retaining experts, drafting and providing client updates, analyzing Claimant's medical status and need for medical testing, reviewing prior medical testing, coordinating and paying for medical testing.
6. Thus, Petitioner, in addition to costs and expenses totaling \$4,154.20, has earned his full contingency retainer of 20%-22% depending on the Claimant's award (22% based on the Court's reduction).

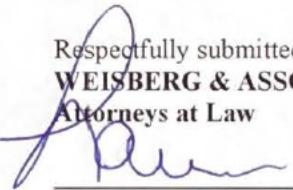
7. As of the date of this petition, Petitioner, Weisberg & Associates, PA, is the counsel of record for Claimants herein, and has not been terminated for "good cause."
8. The Petitioner claims the right to have a lien for attorney's fees and expenses established and enforced upon any sums to be derived from any settlement or judgment obtained or to be obtained by Claimant in this action.

WHEREFORE, the Petitioner prays:

1. That an attorney's lien be established;
2. That the amount of the lien be determined;
3. That the Court order that Petitioner be entitled to enforce an attorney's lien against the proceeds to be derived from any settlement in this action, as a first-priority lienholder, in the face of any other valid lien;
4. That the NFL Concussion Settlement Claims Administrator be prohibited from paying to the Claimant, or any other lienholder any settlement proceeds until said attorney's fees and cost lien has been satisfied; and
5. For such other further relief as this Court deems just.

Dated August 7, 2018

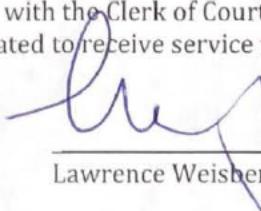
Respectfully submitted,
WEISBERG & ASSOCIATES,
Attorneys at Law



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21301 Powerline Rd. #100
Boca Raton, FL 33433
Telephone: (561) 362-7355
Facsimile: (561) 880-6570
LWeisberg@WeisbergLegal.com Attorney for
Individual Class Members

CERTIFICATE OF SERVICE

I CERTIFY that the above has been filed with the Clerk of Court's EF/ECM system, which will provide service to all parties designated to receive service this August 7, 2018.



Lawrence Weisberg, Esq.



WEISBERG & ASSOCIATES

ATTORNEYS AT LAW

LICENSED IN FLORIDA AND THE FEDERAL DISTRICT COURTS OF SOUTHERN, MIDDLE, AND NORTHERN FLORIDA

ITEMIZED STATEMENT OF COSTS

Keith Henderson

Flight:	\$454.20
Neurology Testing: Dr. Martinez	\$500.00
<u>Neuropsychological Battery: Dr. Afield.</u>	<u>\$3,200.00</u>
 Total	 \$4,154.20



AUTHORITY TO REPRESENT

DATE:

NAME:

ADDRESS:

PHONE NUMBER:

12-22-15
Keith Henderson
[REDACTED]

("Client")

Client hereby appoints and employs Weisberg & Associates, P.A. with its principal address as 2101 Powerline Road, Suite 100, Boca Raton FL 33433 (hereinafter referred to as "Law Firm"), as attorneys to represent him in the investigation and prosecution by a civil action for any and all claims Client may have arising out of his participation as a football player in NFL preseason, regular season and postseason games, practices, or training sponsored or approved by the National Football League, a y one or more of the member teams of the National Football League, and/or the National Football League Players' Association, as those claims relate to head injuries, concussions, and/or brain trauma of any kind. If warranted, Law Firm is hereby authorized to file such civil lawsuit or participate as a class member in class action litigation as it deems necessary or desirable to effectuate or maximize recovery; to prosecute the same to judgment, and to negotiate settlement. It is distinctly understood that no settlement shall be made by the attorneys without the Client's approval. Law Firm shall also play an active role in the locating of the medical professional and the coordination of the medical evaluations necessary to pursue the claims. In certain situations, Client is aware and consents that Law Firm may work in tandem with other law firms in relation to the prosecution of the Client's claim. In such scenario, Client will be notified of such joint representation and agree to said co-counsel representation.

ATTORNEY'S FEES, COSTS AND EXPENSES

In consideration of the services rendered and to be rendered to the Client by the Law Firm, the Client, hereby grants, sells, assigns, and conveys to Firm as its compensation herein, an undivided interest in Client's award/claim as follows: 25% of the award, plus expenses and costs up to \$2,000,000.00; 20% of any reward in excess of \$2,000,000.00.

Any recovery may be subject to reduction in the form of a court-ordered assessment. Occasionally in mass personal injury lawsuits such as this, the court may order a common fund assessment on each award recovered by a plaintiff (typically in the range of 2- 5% of the award, the funds of which are used to reimburse other attorney's costs and time for assistance in developing parts of the case that benefits all plaintiffs nationwide participating in the litigation.) Such assessments are reviewed and ordered by a judge. At present, we cannot predict whether such assessment may be taken in the case.

It is specifically understood and agreed that Law Firm's contingent fee will be calculated on the gross sum recovered for the Client and is not based on the net amount given the client after the payment of legal expenses, including but not limited to out of pocket expenses, including expert witness fees, filing fees, document copy fees, travel fees and common benefit assessment costs (or general costs that may be applicable to similar cases and divided accordingly) that are deducted from Client's share of the recovery.

IN THE EVENT OF NO RECOVERY, CLIENT SHALL OWE ATTORNEY NOTHING FOR ATTORNEY'S FEES, OR FOR COSTS OR EXPENSES OF LITIGATION



CROSS-CLAIMS AND COUNTER-CLAIMS

Filing of litigation on Client's behalf may subject Client to cross-claims, counterclaims, or claims filed in another action. Client understands that this agreement shall not cover the defense of any claims, counterclaims or cross-claims asserted against Client in any litigation.

AN ATTORNEY IN THIS FIRM AND/OR ANY ATTORNEY THE LAW FIRM EMPLOYES TO ASSIST ON CLIENT'S BEHALF IS HEREBY AUTHORIZED TO WORK AND TRY THE CASE ON THE CLIENT'S BEHALF. CLIENT AGREES THAT THE LAW FIRM AND ITS ATTORNEYS HAVE MADE NO PROMISES OR GUARANTEES REGARDING THE OUTCOME OF CLIENT'S CLAIM.

Client understands that it takes several years to resolve some cases while others may be resolved in a relatively short time. Client further understands that there may be periods of actual or apparent inactivity in any case, no matter how diligently prosecuted and that the length of time required to process his claim is outside the control of Law Firm.

Client acknowledges that he has read the above and understands this contract and agreement. Client acknowledges that he understands that he has a right to obtain a copy of this contract.

Client Signature

A black rectangular redaction box covering a handwritten signature.

Client Printed Name

A black rectangular redaction box covering a handwritten signature.

Firm Representative Signature

A black rectangular redaction box covering a handwritten signature.

Firm Representative

Spouse Signature (if applicable loss of consortium claim)